

**City of Kirkland  
Request for Qualifications (RFQ)  
Neighborhood Rain Garden Project Design  
Job Number 20-13-PW**

Interested firms should submit qualifications to provide project management, design and planning services for the above referenced project.

Please submit one electronic copy of your Qualification no later than 11:00 am on March 11, 2013. Selection will be based on the submittals.

Qualifications may be submitted as email attachments in PDF or MS Word format to:

[purchasing@kirklandwa.gov](mailto:purchasing@kirklandwa.gov)

**or**

Hard copy submittals may be mailed or delivered to:

City of Kirkland  
Attn: Purchasing Agent-Job #20-13-PW  
123 5<sup>th</sup> Ave  
Kirkland, WA 98033

**Project Overview**

The Kirkland Surface Water Utility provides surface water management services to a population of approximately 80,000 people and an area of 18 square miles. Outreach and education of Kirkland residents regarding stormwater best management practices is an essential element of surface water management.

The City of Kirkland's Rain Garden Program provides education to Kirkland residents through a variety of methods including hand-on learning, workshops and installation projects that serve as lasting demonstration sites within the community.

This project contains many elements. The City seeks a Consultant to site, design and oversee the construction and installation of 6 to 8 rain gardens on private properties in one (1) City-selected Kirkland neighborhood. The Consultant will also be tasked with providing a "rain garden report" that will include details for each installed rain garden.

**Anticipated Scope of Work**

The scope of the project may include the following tasks:

- Present information regarding construction and function of rain gardens to participating homeowners at a neighborhood meeting.
- Meet with each homeowner to discuss design preferences such as shape, plant selection and rain garden placement.
- Coordinate site assessment tasks, including but not limited to utility locates and percolation tests, with the City and participating homeowners.
- Coordinate and execute all elements of rain garden design including homeowner interviews, development of physical design, design plans, and procuring homeowners' and City's sign-off on designs.
- Source and procure all plants for project. Take delivery of plants and place plants in gardens, as per garden designs. Attach invoices showing cost of plants to bill for services.

- Specify mulch, compost and other materials for installation of low impact development landscape features.
- Coordinate construction considerations such as scheduling, access, site protection, and aesthetics with the City, homeowners and landscaping company crew.
- Serve as project manager on site for excavation, construction and planting of rain gardens. This includes coordinating right-of-way, shoreline and other necessary permits. Other duties include coordinating materials, delivery and overseeing the landscape company.
- Attend and help manage rain garden installation event.
- Follow up one week after gardens are installed with each homeowner to answer any questions on maintenance.
- Develop final project report which includes details of each constructed rain garden. Details will include before and after photos, design drawings, plants lists, dimensions, construction details, amount of impervious are treated, capacity, lessons learned from the project and other details for each rain garden.
- Construct frames and install interpretive signs (signs provided by City)

The City may provide materials or assume responsibility for some project elements at the City's discretion.

### **Contract**

The consultant will be expected to execute a standard City of Kirkland Professional Services Agreement (Attachment A). The anticipated total contract term will be for three (3) years, with possibility of extension for an additional two (2) years.

### **Annual Deliverables**

- 6-8 rain garden design plans and specifications (approved by City and homeowner)
- Management of installation of rain gardens
- Rain garden report
- Build frames and install 2-3 interpretive signs

### **Submission of Qualifications**

The format of your Statement of Qualifications will be at your discretion. However, at a minimum, it should include the following:

1. A statement of your basic understanding of the various aspects of the Project.
2. Your identification of critical project elements and how your project team would handle those elements in order to achieve a successful end result.
3. A schedule for completing the design phases of the project to produce a bid package ready for advertisement by April 10, 2013.
4. Resumes and qualifications of key personnel that will be assigned to this project.
5. Examples of similar projects successfully completed by your design team, including the most recent projects. Please include the names and phone numbers of client references that would be most knowledgeable of your firm's performance on these projects.

**Selection Procedures**

Proposals will be evaluated and scored by a selection panel consisting of Kirkland Public Works personnel. Consultant selection will be based on the RFP using the following criteria and weighting:

<b><u>Criteria</u></b>	<b><u>Points</u></b>
Previous experience in similar projects	0-20
Expertise of key personnel	0-20
Suggested project approach (understanding of project)	0-20
Response of references	0-20
Ability to meet time schedule	0-20
<b>Maximum Points</b>	<b><u>100</u></b>

**Schedule**

The anticipated project schedule is as follows:

- March 11, 2013 - Qualifications due
- March 13, 2013 - Consultant notified of selection
- March 20, 2013 - Meeting with participating homeowners
- April 10, 2013 - Rain garden designs completed
- April 15, 2013 – Construction bid opening
- May 13, 2013 – Begin construction
- May 18, 2013 – Rain garden installation event

# ATTACHMENT A



## PROFESSIONAL SERVICES AGREEMENT

### Neighborhood Rain Garden Project Design

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The City of Kirkland, Washington, a municipal corporation ("City") and \_\_\_\_\_, whose address is \_\_\_\_\_ ("Consultant"), agree and contract as follows:

#### **I. SERVICES BY CONSULTANT**

- A. The Consultant agrees to perform the services described in Attachment A to this Agreement, which attachment is incorporated herein by reference.
- B. All services and duties shall be conducted and performed diligently, completely and in accordance with professional standards of conduct and performance.

#### **II. COMPENSATION**

- A. The total compensation to be paid to Consultant for these services shall not exceed \$\_\_\_\_\_, as detailed in Attachment A.
- B. Payment to Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all work performed under this Agreement and supporting documents hereto as well as all subcontractors' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- C. The Consultant shall be paid monthly on the basis of invoices submitted. Invoicing will be on the basis of percentage complete or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.
- D. The City shall have the right to withhold payment to Consultant for any work not completed in a satisfactory manner until such time as Consultant modifies such work to the satisfaction of the City.
- E. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 45 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

#### **III. TERMINATION OF AGREEMENT**

The City or the Consultant may terminate this Agreement at any time, with or without cause, by giving ten (10) days' notice to the other in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement, shall be provided to the City. In the event the City terminates prior to completion without cause, consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to receive just and

equitable compensation for any satisfactory work completed on the project prior to the date of termination, not to exceed the payment ceiling set forth above.

#### **IV. OWNERSHIP OF WORK PRODUCT**

- A. Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this Agreement, whether or not completed, shall be vested in the City. Any reuse of these materials by the City for projects or purposes other than those which fall within the scope of this contract or the project to which it relates, without written concurrence by the Consultant will be at the sole risk of the City.
- B. The City acknowledges the Consultant's plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the City upon completion of the work. The City agrees to hold harmless and indemnify consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.
- C. Methodology, materials, software, logic, and systems developed under this contract are the property of the Consultant and the City, and may be used as either the consultant or the City sees fit, including the right to revise or publish the same without limitation.

#### **V. GENERAL ADMINISTRATION AND MANAGEMENT**

The Surface Water Engineering Supervisor for the City of Kirkland shall review and approve the Consultant's invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Consultant, and shall coordinate all communications with the Consultant from the City.

#### **VI. COMPLETION DATE**

The estimated completion date for the Consultant's performance of the services specified in Section I is December 31, 2015.

Consultant will diligently proceed with the work contracted for, but consultant shall not be held responsible for delays occasioned by factors beyond its control which could not reasonably have been foreseen at the time of the execution of this Agreement. If such a delay arises, Consultant shall forthwith notify the City.

#### **VII. SUCCESSORS AND ASSIGNS**

The Consultant shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement without prior written consent of the City.

## **VIII. NONDISCRIMINATION**

Consultant shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

## **IX. HOLD HARMLESS/INDEMNIFICATION**

Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from its negligence or breach of any of its obligations in performance of this Agreement.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

## **X. LIABILITY INSURANCE COVERAGE**

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

### **A. Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named

as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

**B. Minimum Amounts of Insurance**

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

**C. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

**D. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

**E. Verification of Coverage**

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

**F. Occurrence Basis**

Any policy of required insurance shall be written on an occurrence basis.

**XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE**

The Consultant shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Contractor must obtain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02.

**XII. FUTURE SUPPORT**

The City makes no commitment and assumes no obligations for the support of Consultant activities except as set forth in this Agreement.

**XIII. INDEPENDENT CONTRACTOR**

Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Consultant agrees that he or she is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on him or her as a result of his or her status as an independent contractor. Consultant is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance or unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Consultant or any employee of Consultant.

**XIV. EXTENT OF AGREEMENT/MODIFICATION**

This Agreement, together with all attachments and addenda, represents the final and completely integrated Agreement between the parties regarding its subject matter and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument properly signed by both parties.

**XV. ADDITIONAL WORK**

The City may desire to have the Consultant perform work or render services in connection with the project other than provided for by the express intent of this contract. Any such work or services shall be considered as additional work, supplemental to this contract. Such work may include, but shall not be limited to, tasks related to rain garden design. Additional work shall not proceed unless so authorized in writing by the City.

Authorized additional work will be compensated for in accordance with a written supplemental contract between the Consultant and the City.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

CONSULTANT:

CITY OF KIRKLAND:

By: \_\_\_\_\_

By: \_\_\_\_\_

Marilynne Beard, Deputy City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_